

LAW OFFICES OF
BERGVIST, BERGVIST & CARTER, LLP
400 E. FANLUELL STREET, SUITE 200
DENVER, COLORADO 80202
TEL: 303.733.1100 FAX: 303.733.1101

1 146. Defendants breached the implied covenant of good
2 faith and fair dealing as alleged above.

3 147. As a proximate result of the aforementioned acts and
4 omissions by defendants, plaintiff has suffered loss of monies in
5 a sum to be proven at the time of trial. It has also become
6 reasonably necessary for plaintiffs to retain counsel to recover
7 amounts due under the contract.
8

9 148. The aforementioned acts were performed by defendants
10 maliciously, fraudulently and oppressively entitling plaintiffs
11 to punitive damages in an amount appropriate to punish the
12 defendants.
13

14 TWELFTH CAUSE OF ACTION

15 VIOLATION OF TRUTH AND LENDING ACT, 15 U.S.C. § 1601 ET SEQ., AND

16 FEDERAL RESERVE REGULATION Z 12 C.F.R. § 226 ET SEQ.

17 (Against All Defendants)

18 149. Plaintiff repeats and realleges the allegations of
19 paragraphs 1 through 148, above, as though fully set forth herein
20 at length.
21

22 150. This consumer credit transaction is subject to the
23 plaintiff's right of rescission as described by 15 U.S.C. §1635
24 and Regulation Z §226.23 (12 C.F.R. §226.23).
25

26 151. Defendants failed to provide TIL disclosures that
27 reflect the terms of the legal obligation between the parties (as
28 required by 15 U.S.C. §1638(14) and Regulation Z §226.17(c)(1).

LAW OFFICES OF
BERGKVIST, BERGKVIST & CARTER, LLP
4000 TANGENT, SUITE 800
LONG BEACH, CA 90802
TEL: (562) 431-1100 FAX: (562) 431-1101

1 152. In the course of this consumer credit transaction,
2 defendants violated 15 U.S.C. §1635(a) and Regulation Z
3 §226.17(c)(1) by failing to deliver to plaintiff two copies of a
4 Notice of the Right to Rescind which correctly identified the
5 transaction and contained the appropriate "material disclosures"
6 required to reflect the true and correct terms of the legal
7 obligation of the parties.
8

9 153. In the course of this consumer credit transaction,
10 defendant creditor failed to deliver all "material disclosures"
11 required by the Act and Regulation Z, including the following:
12

13 a) A true and correct TIL disclosure showing the true
14 and correct terms and legal obligation of the parties.

15 154. In the course of this consumer credit transaction,
16 defendants failed to respond properly to the plaintiffs' consumer
17 rescission notice as required by 15 U.S.C. §1635 and Regulation Z
18 §226.15 and §226.23(d) by failing to rescind its security
19 interest in the plaintiff's home.
20

21 155. Around March 17, 2008, the plaintiff rescinded the
22 transaction by sending to each defendant creditor and/or assignee
23 a Notice of Rescission by facsimile.

24 156. A true and correct copy of the Notice of Rescission
25 is attached hereto as Exhibit "L" and by this referenced is
26 incorporated herein.
27

28 157. Defendant creditors and assignees received copies of
the plaintiff's Notice of Rescission on or about March 17, 2008.

LAW OFFICES OF
BERGVIST, BERGVIST & CARTER, LLP
400 OCEAN GATE, SUITE 1800
LONG BEACH, CA 90802
TEL: 562.591.1100 FAX: 562.591.1101

1 158. Defendants have failed to take any action necessary
2 or appropriate to reflect the termination of any security
3 interest created under the transaction, including the security
4 interest described in paragraph 10 as required by 15 U.S.C.
5 \$1635(b) and Regulation Z \$226.23(d)(2).
6

7 159. As a result of the aforesaid violations of the Act
8 and Regulation Z, pursuant to 15 U.S.C. \$1635(a), \$1640(a), and
9 \$1641(c), defendants are liable to plaintiffs for:

- 10 a. Rescission of this transaction.
11 b. Termination of any security interest in plaintiffs'
12 property created under the transaction.
13 c. Return of any money or property given by the
14 plaintiffs to anyone, including the defendant, in connection with
15 this transaction.
16 d. Statutory damages of \$2,000 for defendants' failure
17 to respond properly to plaintiffs' rescission notice.
18 e. The forfeiture of return of loan proceeds
19 f. Actual damages in an amount to be determined at
20 trial.
21 g. Reasonable attorneys fees.
22 h. Any and all other remedies that may become applicable
23 during discovery related to this complaint.
24
25
26

27 THIRTEENTH CAUSE OF ACTION

28 CONVERSION

(Against All Defendants)

LAW OFFICES OF
BERGKVIST, BERGKVIST & CARTER, LLP
400 OCEANVIEW SUITE 800
LONG BEACH, CA 90802
TEL: (562) 591-1100 FAX: (562) 591-1101

1 160. Plaintiff repeats and realleges the allegations of
2 paragraphs 1 through 159, above, as though fully set forth herein
3 at length.

4 161. Plaintiff had a right to immediate possession of the
5 entire \$65,605.36; however, defendants failed and continue to
6 fail to give plaintiff possession of \$40,476.92 of those funds.
7

8 162. Defendants have converted said \$40,476.92 in funds
9 with no right whatsoever;

10 163. Plaintiff has been damaged by defendants' wrongful
11 conversion of funds in an amount to be proven at trial.

12 WHEREFORE, plaintiff prays for judgment as against
13 Defendants, and each of them, as follows:
14

15 ON THE FIRST CAUSE OF ACTION:

- 16 1. For damages according to proof;
17 2. For consequential damages according to proof;

18 ON THE SECOND CAUSE OF ACTION:

- 19 3. For damages according to proof;
20 4. For consequential damages according to proof;
21 5. For punitive and exemplary damages in an amount
22 appropriate to punish the Defendants and deter other from
23 engaging in similar conduct.
24

25 ON THE THIRD CAUSE OF ACTION:

- 26 6. For actual damages according to proof;
27 7. For consequential damages according to proof;
28

1 8. For punitive and exemplary damages in an amount to be
2 determined at trial;

3 ON THE FOURTH CAUSE OF ACTION:

4 9. For actual damages according to proof;

5 10. For consequential damages according to proof;

6 11. For punitive and exemplary damages in an amount to be
7 determined at trial;

8 ON THE FIFTH CAUSE OF ACTION:

9 12. That the court declare that (1) the Trust Deed
10 (Exhibit G) is void and that it be surrendered to the clerk of
11 the court for cancellation and destruction and (2) that
12 defendants be ordered to pay plaintiffs the following sums:

13 a. The consideration paid by plaintiffs with interest
14 thereon at 10% per annum from the date of filing this complaint;

15 b. Exemplary damages;

16 c. For reasonable attorney fees;

17 ON THE SIXTH CAUSE OF ACTION:

18 13. For a judicial declaration setting aside and canceling
19 the non-judicial foreclosure sale deed;

20 14. For a declaration that Plaintiff Robert Sweeting is
21 the true owner of the subject property;

22 15. For exemplary damages;

23 ON THE SEVENTH CAUSE OF ACTION

24 16. For special damages according to proof;

25 17. For punitive damages;

LAW OFFICES OF
BERGKVIST, BERGKVIST & CARTER, LLP
400 CANTERBURY SUITE 800
LONG BEACH, CA 90802
TELEPHONE 562-434-1400 FAX 562-434-1401

1 ON THE EIGHTH CAUSE OF ACTION

2 18. That plaintiff, is the owner of the subject property
3 and that no defendant has any interest in the subject property
4 adverse to plaintiff.

5 ON THE NINTH CAUSE OF ACTION

6 19. For compensatory damages;

7 20. For punitive damages;

8 21. For attorney's fees;

9 ON THE TENTH CAUSE OF ACTION

10 22. For Restitution Damages;

11 23. For Statutory Damages;

12 24. For costs of suit incurred herein, including
13 reasonable attorney's fees;

14 ON THE ELEVENTH CAUSE OF ACTION

15 25. For General Damages

16 ON THE TWELFTH CAUSE OF ACTION

17 26. Rescission of this transaction.

18 27. Termination of any security interest in plaintiffs'
19 property created under the transaction.

20 28. Return of any money or property given by the
21 plaintiffs to anyone, including the defendant, in connection with
22 this transaction.

23 29. Statutory damages of \$2,000 for defendants' failure to
24 respond properly to plaintiffs' rescission notice.

25 30. The forfeiture of return of loan proceeds

1 31. Actual damages in an amount to be determined at trial.
2 32. Reasonable attorneys fees.
3 33. Any and all other remedies that may become applicable
4 during discovery related to this complaint.
5

6 ON THE THIRTEENTH CAUSE OF ACTION

7 34. Compensatory;

8 35. Punitive;


9 ON ALL CAUSES OF ACTION:

10 36. For costs of suit incurred herein; and

11 37. For such other and further relief as the court deems
12 just and proper.
13

14 Respectfully submitted,
15 BERGVIST, BERGVIST & CARTER, LLP

16
17 DATED: March 24, 2008

18 By: 
19 RICHARD J. COWLES, ESQ.
20 Attorney for Plaintiff
21
22
23
24
25
26
27
28

LAW OFFICES OF
BERGVIST, BERGVIST & CARTER, LLP
400 FRANCIS STREET
LONG BEACH, CA 90802
TEL: 562.433.1234 FAX: 562.433.1235

VERIFICATION


STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I have read the foregoing **VERIFIED FIRST AMENDED COMPLAINT** and know its contents.

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters, which are stated on information and belief or those matters that were provided by my attorneys or other agents, and as to those matters, I believe them to be true.

Executed on 8-23-13, at Long Beach, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



ROBERT SWEETING

Fremont Investment & Loan
1065 N. Pacificcenter Drive
Anaheim, CA 92806

11/22/2006

ROBERT SHEETING
16077 CREYE LANE
Huntington Beach, CA 92649

Dear ROBERT SHEETING

Your loan application with INTERNATIONAL MORTGAGE COMPANY ESCROW was recently submitted to us for consideration. We are pleased that your broker has chosen us for your lending needs.

An important aspect of the mortgage financing process is the disclosure of information to you concerning your mortgage transaction. Enclosed are the federal and/or state required disclosures related to your mortgage application.

The information on the Good Faith Estimate of Settlement Services reflects estimates of charges you may incur at settlement of your loan; actual charges may be more or less and will be reflected on the Settlement Statement you receive at closing. The Federal Truth in Lending Disclosures Statement shows the annual percentage rate, finance charge, payment schedule and other required information. The annual percentage rate (APR), which is a measure of the cost of credit expressed as a yearly rate, is different from your interest rate since it takes into account other charges associated with your loan request including loan fees. The initial disclosure is based on an initial interest rate of 9.800 %. The payment schedule is based on the requested loan amount of \$ 773,500.00. All figures are estimates and subject to change. You will receive a final disclosure statement when you sign your loan documents.

The enclosed documentation does not constitute a commitment. Your loan application is being evaluated and we will notify your broker when the evaluation is complete.

From loan application to loan closing, we are dedicated to providing you the highest level of service. We are not satisfied with merely meeting basic requirements. Fremont Investment & Loan's standard of quality is to exceed your expectations. In order that we may process your application more quickly, we ask that you consult with your loan broker INTERNATIONAL MORTGAGE COMPANY ESCROW at (818) 956-4600 with questions regarding loan status or the information we have provided.

Lender: Fremont Investment & Loan
Address: 2727 East Imperial Highway
Brea, CA 92821
Date: 11/22/2006
Application: 3000000857459

Applicant(s): ROBERT SWEETING

Property Address: 16077 CREYE LAKE
Huntington Beach, CA 92649

☒ **GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES**

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates - the actual charges may be more or less. Your transaction may not involve a fee for every item listed. Interest, late charges and prepayment penalties, if any, shall be governed by Federal and California law. If your loan is prepaid within the next 3 years, it may be subject to a prepayment penalty. If your loan is prepaid, the loan fees or other similar charges will not be subject to any refund.

The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 settlement statement will show you the actual cost for items paid at settlement.

Ref. HUD-1 Settlement	Amount paid on your account:	mo	@	\$	\$
1000's	Hazard Insurance Premium Reserves	mo	@	\$	\$
1000's	Flood Insurance Premium Reserves	mo	@	\$	\$
1000's	Tax & Assessment Reserves	mo	@	\$	\$
1000's	City Tax Reserves	mo	@	\$	\$
1000's		mo	@	\$	\$
1000's		mo	@	\$	\$
1000's		mo	@	\$	\$
200's	Amount paid to others on your behalf:				PAID
	Appraisal Fee to Appraiser				475.00
800's	Credit Reporting Fees				
900's	Hazard Insurance Premiums to Insurance Agency				2,901.00
900's	Flood Insurance Premiums to Insurance Agency				0.00
1100's	Notary Fee to:				845.00
1200's	Title Insurance Premiums to Title Company				60.00
	Filing Fees to Public Officials/ Recording Fees				
	Loan Proceeds to: Title Company			\$	746,040.78
	AMOUNT FINANCED			\$	744,100.78
	Prepaid Finance Charge			\$	29,399.22
800's	Itemization of Prepaid Finance Charge:	LENDER	BROKER	OTHER	POC
800's	Lender Orig. Fee	1,018.00			
800's	Loan Discount (N/A %)				
900's	Prepaid Interest (4 Days)	830.72			
	@ \$ 207.68 per day	48.00			
800's	Tax Service Fee - LandAmerica				
800's	Tax and Flood Services	7.50			
800's	Flood Cert Fee - LandAmerica				
800's	Tax and Flood Services				
800's	Processing Fee		925.00		
800's	Broker Fee		24,155.00		
1100's	Hsc/Closing Agent Fee			2,415.00	
	Prepaid Finance Charge	1,908,226,080.00	2,415.00		0.00
	Total Prepaid Finance Charge \$	29,399.22			
					LOAN AMOUNT:
					\$ 773,600.00
					These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA). If you are purchasing a home, additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender.
					<input checked="" type="checkbox"/> All disclosures are estimates
					<input checked="" type="checkbox"/> Broker Yield Spread Premium: 0-3 % of Loan Amount

THIS SECTION TO BE COMPLETED BY LENDER ONLY IF PARTICULAR PROVIDER OF SERVICE IS REQUIRED.
Use of the particular provider is required and the estimate is based on charges of the provider.

ITEM	NAME & ADDRESS OF PROVIDER	TELEPHONE NO.	NATURE OF RELATIONSHIP
Tax Service Contract and Flood Zone Certification	LandAmerica Tax and Flood Services 1123 PARKVIEW DR. COVINA, CA 91724	(800) 597-3821	Lender has repeatedly used or required borrowers to use the services of this provider.

Neither you nor the creditor previously has become obligated to make or accept this loan, nor is any such obligation made by the delivery or signing of this disclosure. The undersigned acknowledges receipt of the booklet "Settlement Costs," and if applicable the "Consumer Handbook on Adjustable Rate Mortgages", and a copy of this disclosure.

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Page 1 of 2

FREMONT
INVESTMENT & LOAN

Lender: Fremont Investment & Loan
Address: 2727 East Imperial Highway
Brea, CA 92821

Applicant(s): ROBERT SWEETING

Date: 11/22/2006
Application: 30000000857459

Property Address: 16077 CRETE LAKE
Huntington Beach, CA 92649

☒ **GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES**

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates - the actual charges may be more or less. Your transaction may not involve a fee for every item listed. Interest, late charges and prepayment penalties, if any, shall be governed by Federal and California law. If your loan is prepaid within the next 3 years, it may be subject to a prepayment penalty. If your loan is prepaid, the loan fees or other similar charges will not be subject to any refund.

The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 settlement statement will show you the actual cost for items paid at settlement.

Applicant: ROBERT SWEETING

Applicant

Applicant

Applicant

Applicant

Applicant

Applicant

Applicant

11/30/2006 13:06 FAX 818 958 3193

IMC

0001



626 6053212

INTERNATIONAL MORTGAGE COMPANY INC.

ESCROW DIVISION

450 North Brand Blvd., Suite 130 • Glendale, CA 91203
Tel: (818) 958-4000 • Facsimile: (818) 958-4031
California Department of Real Estate - Real Estate Broker
DRE# 01388948

BORROWER'S ESTIMATED CLOSING COSTS

PROPERTY: 18077 Cruth Lane
Huntington Beach, CA 92649
DATE: November 30, 2006
CLOSING DATE: December 22, 2006
BORROWER: Robert Sweeting
ESCROW NO.: 004879

	DEBITS	CREDITS
FINANCIAL CONSIDERATION		
New 1st Trust Deed		773,500.00
PAYOFF CHARGES - HomeEq Servicing		
(Total Payoff \$661,315.48)		
Principal Balance	640,164.68	
Interest on Principal Balance at 8.2000% from 09/01/2006 to 12/01/2006	17,578.62	
Escrow Overdraft	519.25	
Recording Fee	24.00	
NSF	87.48	
Other Fee	12.52	
Late Charges	2,003.78	
Suspense Balance	12.52	
Unpaid Other Fee	495.00	
Advances	423.72	
LOAN INFORMATION - Freedom Investments and Loans		
(Charges \$29,428.21)		
Loan Origination Fee to International Mortgage Company, Inc.	24,185.00	
Appraisal Fee to International Mortgage Company, Inc.	475.00	
Processing Fee to International Mortgage Company, Inc.	825.00	
Fee Service Fee to LandAmerica	48.00	
Flood Cert Fee to LandAmerica	7.50	
Interest at \$224.6300/day from 12/15/2006 to 01/01/2007 to Freedom Investments and Loans	3,818.71	
OTHER DEBITS/CREDITS		
International Mortgage Company Escrow Division for: Notary Fee	150.00	
International Mortgage Company for: Messenger Fee	25.00	
Funds for Estimation (refundable)	500.00	
Verizon California \$160	875.00	
Amex #7258272900	2,329.00	
Ledco Lending #2418871	645.00	
HSBC NY #64898051	605.00	
Judgement #8 for	1,180.00	
HSBC #64889750	1,245.00	
TITLE/TAXES/RECORDING CHARGES		
ALTA Lien Policy Fee to Chicago Title Company	1,650.00	
Messenger Fee to Chicago Title Company	30.00	
Recording Trust Deed	100.00	
Recording Reconveyance	50.00	
1 1/2 Hft Taxes 2006-2007	1,322.52	
ESCROW CHARGES		
Escrow Fee	1,895.00	
Processing Demands	210.00	
Wire Fee	30.00	
Audit Review	25.00	
Sub Escrow Fee	195.00	
Refund	69,192.29	
TOTAL	\$ 773,500.00	\$ 773,500.00

EXHIBIT B



INTERNATIONAL MORTGAGE COMPANY INC.

ESCROW DIVISION

450 North Brand Blvd., Suite 130 • Glendale, CA 91203
Tel: (818) 956-4600 • Facsimile: (818) 956-4631
California Department of Real Estate - Real Estate Broker
DRE# 01388848

BORROWER'S ESTIMATED CLOSING COSTS

PROPERTY: 16077 Crete Lane
Huntington Beach, CA 92649

DATE:

December 5, 2008

CLOSING DATE:

December 22, 2008

BORROWER: Robert Sweeting

ESCROW NO.:

004679

FINANCIAL CONSIDERATION

New 1st Trust Deed

DEBITS

CREDITS

773,500.00

PAYOFF CHARGES - HomeEq Servicing

[Total Payoff \$661,318.48]

Principal Balance

640,164.89

Interest on Principal Balance at 8.2000% from 09/01/2006 to
12/01/2006

17,575.52

Escrow Overdraft

519.26

Recording Fee

24.00

NSF

87.48

Other Fee

12.52

Late Charges

2,003.78

Suspense Balance

12.52

Unpaid Other Fee

495.00

Advances

423.72

LOAN INFORMATION - Fremont Investments and loans

[Charges \$29,429.21]

Loan Origination Fee to International Mortgage Company, Inc.

24,155.00

Appraisal Fee to International Mortgage Company, Inc.

475.00

Processing Fee to International Mortgage Company, Inc.

925.00

Tax Service Fee to Landamerica

48.00

Flood Cert Fee to Landamerica

7.50

Interest at \$224.6300/day from 12/15/2006 to 01/01/2007 to

3,818.71

Fremont Investments and loans

OTHER DEBITS/CREDITS

International Mortgage Company Escrow Division for: Notary Fee

350.00

International Mortgage Company for: Messenger Fee

25.00

Funds for Estimation (refundable)

500.00

Verizon California #160

673.00

Amex #0256272990

2,329.00

Ladco Leasing #2416671

945.00 *REMOVE*

HSBC NV #54898551

908.00

Judgement #8 for

1,180.00

HSBC #54899750

1,245.00

Las Fuentes HOA for

3,586.93

TITLE/TAXES/RECORDING CHARGES

ALTA Loan Policy Fee to Chicago Title Company

1,450.00

*2,000.00
ONLY*

EXHIBIT C

PROPERTY: 16077 Lane
Huntington Beach, CA 92649

DATE: December 5, 2006
CLOSING DATE: December 22, 2006
ESCROW NO.: 004679

BORROWER: Robert Sweeting

	DEBITS	CREDITS
FINANCIAL CONSIDERATION		
New 1st Trust Deed		773,500.00
PAYOFF CHARGES - HomeEq Servicing		
[Total Payoff \$861,318.48]		
Principal Balance	640,164.89	
Interest on Principal Balance at 8.2000% from 09/01/2006 to 12/01/2006	17,575.52	
Escrow Overdraft	519.25	
Recording Fee	24.00	
NSF	87.48	
Other Fee	12.52	
Late Charges	2,003.78	
Suspense Balance	12.52	
Unpaid Other Fee	495.00	
Advances	423.72	
LOAN INFORMATION - Freemont Investments and loans		
[Charges \$29,429.21]		
Loan Origination Fee to International Mortgage Company, Inc.	24,155.00	
Appraisal Fee to International Mortgage Company, Inc.	475.00	
Processing Fee to International Mortgage Company, Inc.	925.00	
Tax Service Fee to Landamerica	48.00	
Flood Cert Fee to Landamerica	7.50	
Interest at \$224.6300/day from 12/15/2006 to 01/01/2007 to Freemont Investments and loans	3,818.71	
OTHER DEBITS/CREDITS		
International Mortgage Company Escrow Division for: Notary Fee	350.00	
International Mortgage Company for: Messenger Fee	25.00	
Funds for Estimation (refundable)	500.00	
Verizon California #160	573.00	
Amex #0256272980	2,329.00	
<u>Verco Leasing #2418671</u>	<u>945.00</u>	<u>AS ABOVE</u>
HSBC NV #54895551	808.00	
Judgement #8 for	1,180.00	
HSBC #54888750	1,245.00	
Las Fuentes HOA for	3,586.93	
TITLE/TAXES/RECORDING CHARGES		
ALTA Loan Policy Fee to Chicago Title Company	1,650.00	
Messenger Fee to Chicago Title Company	30.00	
Recording Trust Deed	100.00	
Recording Reconveyance	50.00	
1 1/2 Half Taxes 2006-2007	1,322.02	
ESCROW CHARGES		
Escrow Fee	1,895.00	
Processing Demands	210.00	
Wire Fee	30.00	
Audit Review	25.00	
Sub Escrow Fee	195.00	
Refund	65,605.36	
TOTAL	\$ 773,500.00	\$ 773,500.00

2,000.00
ONLY

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PAGE 2

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TO: Robert Sweeting COMPANY:

Loan # 0000000057400

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete the form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification, but his or her income or assets will not be used as a basis for loan qualification, and his or her signature must be furnished to indicate the person has voluntarily provided credit history in accordance with the lender's policy. If the property is located in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (see below).

Borrower		Co-Borrower	
I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied For:	<input type="checkbox"/> VA <input type="checkbox"/> Conventional <input type="checkbox"/> Other:	Agency Case Number	Lender Case No.
Amount	Interest Rate	No. of Months	Amortization Type
\$ 777,500.00	4.500%	360	Fixed Rate
II. PROPERTY INFORMATION AND PURPOSE OF LOAN			
Subject Property Address (street, city, state, & zip code)			No. of Units
16077 CHATELAIN			1
Legal Description of Subject Property (which description is necessary)			Year Built
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF			1912
Purpose of Loan:		Property will be:	
<input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):		<input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment	
Complete this (for a construction or construction-permanent loan)			
Year Lot Acquired	Original Cost	Amount Existing Lien	(e) Present Value of Lot
Complete this (for a purchase loan)		Describe improvements <input type="checkbox"/> made <input type="checkbox"/> to be made	
Year Acquired	Original Cost	Amount Existing Lien	Purpose of Refinance
1912	\$ 157,990.00	\$ 140,144.00	Cash Out \$11,846
The will be paid in what form(s)		Manner in which Title will be held	
MORTGAGE		A Single Tax	
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)		Details will be paid in:	
		<input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (when explained below)	

Borrower		Co-Borrower	
III. BORROWER'S INFORMATION		IV. EMPLOYMENT INFORMATION	
Borrower's Name (include Jr. or Sr. if applicable)		Co-Borrower's Name (include Jr. or Sr. if applicable)	
ROBERT SWEETING			
Social Security Number		Social Security Number	
111-11-1111			
Home Phone (incl. area code)		Home Phone (incl. area code)	
(714) 777-7777			
Mortgage (not listed by Co-Borrower)		Mortgage (not listed by Co-Borrower)	
<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)		<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)	
Present Address (street, city, state, zip code)		Present Address (street, city, state, zip code)	
16077 CHATELAIN			
Mailing Address (if different from Present Address)		Mailing Address (if different from Present Address)	
Former Address (street, city, state, zip code)		Former Address (street, city, state, zip code)	

Borrower		Co-Borrower	
IV. EMPLOYMENT INFORMATION		V. BUSINESS INFORMATION	
Name & Address of Employer		Name & Address of Employer	
POMER BEARS SERVICE			
1701 FASHION AVENUE			
Long Beach, CA 90815			
Position/Title/Type of Business		Position/Title/Type of Business	
Owner			
Business Phone (incl. area code)		Business Phone (incl. area code)	
(562) 412-4121			
If employed in current position for less than one year or if a transfer employee, complete the following:			
Name & Address of Employer		Name & Address of Employer	
Position/Title/Type of Business		Position/Title/Type of Business	
Business Phone (incl. area code)		Business Phone (incl. area code)	

UNIFORM RESIDENTIAL LOAN APPLICATION FORM (Rev. 12/2006) PRINTED DATE: 12/2006

EXHIBIT 2